



ST. JOHN

THE BAPTIST PARISH

1811 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569



ST. JOHN THE BAPTIST PARISH
ELIANA DEFRANCESCH Clerk of Court
I certify that this is a true copy of the
original filing that was recorded on:
05/24/2021 10:03AM
380522-MO

Deputy Clerk

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ST JOHN THE BAPTIST PARISH
AND
ADAPTATION STRATEGIES, LLC
FOR
STORM WATER QUALITY MONITORING SERVICES**

WHEREAS, the St. John the Baptist Parish Council approved the Resolution to grant Administration authorization to enter into a Professional Services Agreement for Storm Water Quality Monitoring Services with **Adaptation Strategies, LLC**, at the April 27, 2021 meeting.

NOW THEREFORE, in consideration of the desires and responsibilities of the parties, herein, St. John the Baptist Parish Council hereby desires to enter into a Professional Services Agreement for Storm Water Quality Monitoring Services.

This Agreement is made and entered into on this 27th day of April, 2021 between **St. John the Baptist Parish Council**, (hereinafter referred to as "**PARISH**"), represented by Jaclyn Hotard, Parish President, and **Adaptation Strategies, LLC**, 3261 Derby Place, New Orleans, LA 70119, (504) 638-0839 (hereinafter referred to as "**CONTRACTOR**") represented by Laura "Grasshopper" Mendoza, do hereby enter into this "Agreement" under the following terms and conditions.

SCOPE OF SERVICES

The services to be performed by **CONTRACTOR** for **PARISH** under this Agreement ("Services") are set out in Exhibit A (Statement of Work), incorporated herein by reference. The Services are to be performed in support of the project identified in **Exhibit A: Statement of Work**.

TERM OF AGREEMENT

This Agreement shall begin on May 1, 2021 and terminate three (3) years thereafter on May 1, 2024.

AMENDMENT

This Agreement may be amended by written consent, executed by both parties and subject to approval by St. John the Baptist Parish Council.

EXTENSION

The term of this Agreement may be extended for six (6) months one (1) time by written consent, executed by both parties and subject to approval by St. John the Baptist Parish Council.

PAYMENT TERMS

In consideration of the services described above, **PARISH** hereby agrees to provide compensation to the **CONTRACTOR** in accordance with its fee schedule listed in **Exhibit B: Pricing Schedule**.

All payments must be approved by the **Director of Planning and Zoning**, hereinafter called the **DIRECTOR**, and all deliverables, etc. shall be submitted to him and all approval and administration of this Agreement shall be through him.

INSURANCE

CONTRACTOR shall meet or exceed the **PARISH's** Insurance Requirements as listed in **Exhibit C: Insurance Requirements**.

MONITORING PLAN

This Agreement shall be administered and monitored by the **Director** as plans are developed. The monitoring plan will include a review of the services delineated in Exhibit A: Statement of Work to ensure completion, a review of invoices for accuracy prior to reimbursement of services, etc. The **CONTRACTOR** shall submit a monthly summary of activities in accordance with Exhibit B: Price Schedule.

TAXES

CONTRACTOR hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be **CONTRACTOR's** obligation. **CONTRACTOR** is required to provide a completed W-9 form prior to commencement of work.

TERMINATION FOR CAUSE

The **PARISH** may terminate this Agreement for cause based upon the failure of the **CONTRACTOR** to comply with the terms and/or conditions of this Agreement, provided that **PARISH** shall give the **CONTRACTOR** written notice specifying the **CONTRACTOR's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This Agreement shall terminate thirty (30) calendar days from the date the notice was mailed.

The **CONTRACTOR** may terminate this Agreement for cause based upon the failure of the **PARISH** to comply with the terms and/or conditions of this Agreement, provided that the **CONTRACTOR** shall give the **PARISH** written notice specifying the **PARISH's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This Agreement shall terminate thirty (30) calendar days from the date the notice was mailed.

Notwithstanding the above, the **CONTRACTOR** will not be relieved of liability to **PARISH** for damages sustained by **PARISH** by virtue of any breach of this Agreement by the **CONTRACTOR**, and **PARISH** may withhold any payments to the **CONTRACTOR** for the purpose of setoff until such time as the exact amount of damages due **PARISH** from the **CONTRACTOR** is determined.

TERMINATION FOR CONVENIENCE

PARISH may terminate this Agreement at any time by giving thirty (30) days written notice to the **CONTRACTOR** of its intent to terminate this Agreement. The **CONTRACTOR** shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

OWNERSHIP

All records, reports, documents, and other material delivered or transmitted to **CONTRACTOR** by **PARISH** shall remain the property of **PARISH**, and shall be returned by **CONTRACTOR** to **PARISH**, at **CONTRACTOR**'s expense, at termination or expiration of this Agreement. Copies of all records, reports, documents, or other material related to this Agreement and/or obtained or prepared by **CONTRACTOR** in connection with the performance of the services in which Agreement fees have been paid for herein shall become the property of **PARISH**, and shall, upon request, be returned by **CONTRACTOR** to **PARISH**, at **CONTRACTOR**'s expense, at termination or expiration of this Agreement.

NON-ASSIGNABILITY

CONTRACTOR shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of **PARISH**. This provision shall not be construed to prohibit the **CONTRACTOR** from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to **PARISH**.

AUDITORS

It is hereby agreed that **PARISH** shall have the option of auditing all accounts of **CONTRACTOR** which relate to this Agreement.

TERMS

The **DIRECTOR** shall notify the **CONTRACTOR** in writing to undertake the services stated in Exhibit A, and the **CONTRACTOR** shall commence the services within ten (10) days after receipt of such notification.

The work required to complete all tasks shall automatically terminate upon satisfactory completion of all services and obligations described herein, unless extended by Amendment.

INDEMNITY

To the fullest extent permitted by law, **CONTRACTOR** shall indemnify and hold harmless the **PARISH** and all of its Agents and Employees, from and against all damages, losses and expenses, including but not limited to attorney's fees (when considered damages recoverable by law), arising out of a resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of **CONTRACTOR**.

GENERAL CONDITIONS

The professional and technical adequacy and accuracy of documents, and other work products furnished under this AGREEMENT will be conducted in a manner consistent with that level of care

and skill ordinarily exercised by members of the profession. It is understood and agreed by the parties hereto that the **CONTRACTOR** is entering into this Agreement in the capacity of an independent **CONTRACTOR**. While in the performance of services or carrying out other obligations under this Agreement, the **CONTRACTOR** shall be acting in the capacity of independent **CONTRACTORS** and not as employees of St. John the Baptist Parish. The **PARISH** shall not be obliged to any person, **CONTRACTOR** or corporation for any obligations of the **CONTRACTOR** arising from the performance of their services under this Agreement.

This Agreement shall be binding upon the successors and assigns for the parties hereto. This Agreement being for the personal services of the **CONTRACTOR**, shall not be assigned or subcontracted in whole or in part by the **CONTRACTOR** as to the services to be performed hereunder without the written consent of the **PARISH**.

SEVERABILITY CLAUSE

If any one or more of the provisions contained in this Agreement shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and in such an event, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

VENUE

This Agreement shall be governed by the laws of the State of Louisiana. Proper venue for any lawsuit arising under the terms of this Agreement shall be the Fortieth Judicial District Court, St. John the Baptist Parish and any appropriate Appellate therefrom. **CONTRACTOR** hereby agrees and consents to personal and/or *in rem* jurisdiction of the trial and appropriate Appellate courts.

NOTICES

All notices or demands required to be given, pursuant to the terms of this Agreement, shall be given to the other party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, first class postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, by acknowledged e-mail, or to such other address or written form of communication as the parties may substitute by written notice, by giving at least 7 days' notice of such change.

| If to Parish: | If to Contractor: |
|--|--|
| ATTN: Jaclyn Hotard St. John the Baptist Parish 1811 W. Airline Hwy. LaPlace, Louisiana 70068 | Adaptation Strategies, LLC Attn: Laura "Grasshopper" Mendoza 3261 Derby Place New Orleans, LA 70119 |

DISCRIMINATION CLAUSE

The **CONTRACTOR** agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and **CONTRACTOR** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

SIGNATURES ON FOLLOWING PAGE

THUS DONE AND SIGNED AT LaPlace, Louisiana on the day, month and year first written on page one of this document.

WITNESS:


SIGNATURE

Deshanda Firmin
PRINT NAME

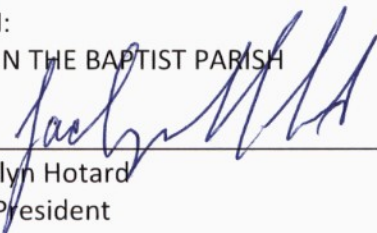
WITNESS:


SIGNATURE

STEPHEN C. PICOU
PRINT NAME

PARISH:

ST. JOHN THE BAPTIST PARISH


By: Jaclyn Hotard
Parish President

CONTRACTOR:

ADAPTATION STRATEGIES, LLC

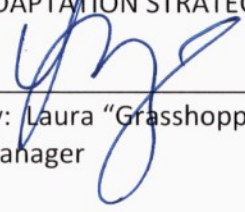

By: Laura "Grasshopper" Mendoza
Manager

Exhibit A
Statement of Work

The **CONTRACTOR** will write a Quality Assurance Project Plan (QAPP) that must be approved by the EPA. QAPP will detail adherence to methodological, quality assurance, and calibration procedures standards.

The **CONTRACTOR** will follow the QAPP to take water quality samples for testing for parameters and pollutants listed from measurable storm water events four (4) times during the year during each distinctly different season for a minimum of 15 months and a maximum of two (2) years.

Samples are proposed to be collected at four (4) locations that represent four (4) different types of land-use throughout the **PARISH**: Marathon Canal, LaPlace Plantation Canal, Vicknair Canal, and Woodland Canal.

Sampling results and locations will be evaluated throughout the project and adjustments made as necessary to collect the most useful data. If sampling results show low levels of pollution are present for some parameters and high levels are present for other parameters, some parameters may be eliminated so that the pollutants of most concern can be sampled as many times as possible during the two (2) year period. Similarly, if a single location shows low levels of pollution, sampling locations may be adjusted or eliminated to maximize sampling in areas of concern. Sampling of all pollutants will be conducted at the four (4) initial locations for the first two (2) season (6 months) and adjustments made as necessary over the remaining 18 months.

Samples will be collected in stormwater sampling vessels and by grab samples during the “first flush”. A Louisiana Environmental Laboratory Accreditation Program (LELAP) accredited laboratory will be used for all laboratory analysis. EPA approved methods will be utilized for sample collection and EPA approved meters will be used for in situ analysis.

Water quality samples will be obtained in accordance with the locations, methods, and schedules established by the QAPP. Water will be tested for pollutants such as BOD, COD, Oil and Grease, TSS, TKN, total nitrogen, total phosphorus, dissolved phosphorus, total cadmium, total copper, total nickel, total lead, total zinc, fecal coliform, enterococci, pH, hardness, and temperature.

Associated data analysis and writing of a final report will include background, methodology, data analysis and results, discussion and conclusion, and a writeup of QA activities and data.

A summary report will be developed to be submitted to the **PARISH**.

Exhibit B
PRICE SCHEDULE

PAYMENTS:

For each task in Exhibit A and any other services required for this project, the work is to be initiated only upon receipt of written Notice to Proceed from the Director of Planning and Zoning.

Task 1: Quality Assurance Project Plan (QAPP) -- \$12,000

Task 2: Wet Weather Storm Water Sampling and Analysis -- \$15,411

Task 3: Water Quality Screening Summary Report -- \$6,000

Total Project Cost - \$33,411

Invoices for this project shall be submitted to the **DIRECTOR** following the completion of each task and following the completion of each sample within task 2. Invoices within task 2 shall reflect a percentage of the work completed. The **DIRECTOR** shall approve each invoice for payment.

PARISH shall pay invoices within thirty (30) days after the **DIRECTOR** approves.

FUNDS

Compensation for the requested services will be based on project fund source requirements.

EXHIBIT C
Insurance Requirements

CONTRACTOR shall obtain, pay for and keep in force, at its own expense, minimum insurance requirements effective in all localities where **CONTRACTOR** may perform the work hereunder, with such carriers as shall be acceptable to Council:

- A) Statutory Workman's Compensation covering all state and local requirements and Employer's Liability Insurance covering all persons employed by **CONTRACTOR** in connection with this Agreement.

The limits for "A" above shall be not less than:

1. Employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000.
2. Some Agreements may require USL&H or maritime coverage. This should be verified with Insurance Department/Legal Department.
3. WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
4. No excluded classes of personnel or employees shall be allowed on Council's premises.

- B) Commercial General Liability, including:

1. Contractual liability assumed by this Agreement.
2. Owner's and **CONTRACTOR's** Protective Liability (if **CONTRACTOR** is a General **CONTRACTOR**).
3. Personal and advertising liability.
4. Completed operations.
5. Medical Payments.

The limits for "B" above shall not be less than:

1. \$1,000,000 each occurrence limit.
2. \$2,000,000 general aggregate limits other than products – completed operations.
3. \$1,000,000 personal and advertising injury limit.
4. \$1,000,000 products/completed operations aggregate limit.
5. \$50,000 fire damage limit.
6. \$5,000 medical expense limit (desirable but not mandatory).
7. \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1+2 above. Must include BFCGL endorsement.
8. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
9. Some Agreements may require Protection and Indemnity coverage. This should be verified with Insurance Department /Legal Department.

- C) Comprehensive Automobile Liability covering all owned, hired and other non-owned vehicles of the **CONTRACTOR**.

The limits for "C" above shall not be less than:

1. \$1,000,000 CSL
2. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate.

- D) Professional Liability with a minimum limit of \$1,000,000.

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified by the **PARISH** shall be cause for the submittal to be rejected as non-responsive. **CONTRACTOR** shall maintain insurance in full force and effect during the entire period of performance under Agreement. Failure to do so shall be cause for termination of the Agreement. All policies must have a thirty (30) day non-cancellation clause giving the **PARISH** thirty (30) days prior written notice in the event a policy is changed or canceled.

LICENSE REQUIREMENTS

When applicable, a current St. John the Baptist Parish Occupational License is to be maintained during the duration of this Agreement. Yearly, a copy of such license shall be provided to the Director of Purchasing.

When applicable, a current Louisiana State **CONTRACTOR**'s License should be furnished. W-9 Form is to be furnished prior to work being issued.



R. Kyle Ardoin
SECRETARY OF STATE

As Secretary of State of the State of Louisiana I do hereby Certify that

ADAPTATION STRATEGIES LLC

A limited liability company domiciled in NEW ORLEANS, LOUISIANA,

filed charter and qualified to do business in this State on May 31, 2016,

I further certify that the records of this Office indicate the company has paid all fees due the Secretary of State, and so far as the Office of the Secretary of State is concerned, is in good standing and is authorized to do business in this State.

I further certify that this certificate is not intended to reflect the financial condition of this company since this information is not available from the records of this Office.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

February 19, 2021

Secretary of State

WSS 42782542K



Certificate ID: 11343558AHJ62

To validate this certificate, visit the following web site, go to Business Services, Search for Louisiana Business Filings, Validate a Certificate, then follow the instructions displayed.
www.sos.la.gov

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State of
Louisiana
Secretary of
State**COMMERCIAL DIVISION**
225.925.4704Fax Numbers
225.932.5317 (Admin. Services)
225.932.5314 (Corporations)
225.932.5318 (UCC)

| Name | Type | City | Status |
|---------------------------|---------------------------|-------------|--------|
| ADAPTATION STRATEGIES LLC | Limited Liability Company | NEW ORLEANS | Active |

Previous Names

Business: ADAPTATION STRATEGIES LLC
Charter Number: 42282543K
Registration Date: 5/31/2016
Domicile Address

3261 DERBY PLACE
NEW ORLEANS, LA 701192011

Mailing Address

PO BOX 791174
NEW ORLEANS, LA 701791174

Status

Status: Active
Annual Report Status: In Good Standing
File Date: 5/31/2016
Last Report Filed: 5/2/2020
Type: Limited Liability Company

Registered Agent(s)

Agent: LAURA MENDOZA
Address 1: 3261 DERBY PLACE
City, State, Zip: NEW ORLEANS, LA 701192011
Appointment Date: 5/31/2016

Officer(s)

Additional Officers: No

Officer: LAURA "GRASSHOPPER" MENDOZA
Title: Manager
Address 1: 3261 DERBY PLACE
City, State, Zip: NEW ORLEANS, LA 701192011

Amendments on File

No Amendments on file

[Print](#)

R. Kyle Ardoin
Secretary of State

State of
Louisiana
Secretary of
State



COMMERCIAL DIVISION
225.925.4704

Fax Numbers
225.932.5317 (Admin. Services)
225.932.5314 (Corporations)
225.932.5318 (UCC)

Trade Name Details

Type(s) Registered: TRADE NAME
Registered Name: GRASSHOPPER MENDOZA
Applicant: LAURA S. MENDOZA
PO BOX 791174
NEW ORLEANS, LA 70179
Type Of Business: CONSULTING
Book #: 66-1658
Current Status: ACTIVE

Dates

Registration Date: 10/6/2015
Expiration Date: 10/6/2025
Date First Used: 1/30/2003
Date First Used (in La.): 1/30/2003

Current Classes

No Current Classes

Expired Classes

No Expired Classes

Amendments On File

No Amendments on file

Print

ST. JOHN THE BAPTIST PARISH COUNCIL
STATE OF LOUISIANA

RESOLUTION
R21-58

Councilman Madere proposed and Councilwoman Houston seconded the following resolution:

THE ST. JOHN THE BAPTIST PARISH COUNCIL HEREBY RESOLVES:

**A RESOLUTION AUTHORIZING ST. JOHN THE BAPTIST PARISH TO
AWARD THE STORM WATER QUALITY MONITORING SERVICES TO
ADAPTATION STRATEGIES, LLC**

WHEREAS, Article IV, Section H (2) and (5) of the St. John the Baptist Parish Home Rule Charter permits the Parish Council to adopt a resolution when authorizing a designated person(s) to execute a previously approved contract on its behalf and/or to perform a ministerial act related to the administrative business of the Parish; and

WHEREAS, Adaptation Strategies, LLC of New Orleans, LA ranked first out of six (6) proposals reviewed and scored by the Source Selection Committee; and

WHEREAS, Adaptation Strategies, LLC will test and monitor Parish waterways for a two (2) year period to determine the effect of future green infrastructure projects (LA SAFE) on improving pollution entry into local wetlands and the Parish drainage system; and

WHEREAS, the project is funded with grant funds from the Environmental Protection Agency through the University of New Orleans Research and Technology Foundation in the amount of \$23,325 and with a local match of \$9,996 from the Planning and Zoning Budget:

NOW, THEREFORE, BE IT RESOLVED, by the St. John the Baptist Parish Council, that Parish President Jaclyn Hotard is hereby duly authorized and empowered on behalf of the St. John the Baptist Parish Council to sign and execute the Professional Services Agreement between St. John the Baptist Parish and Adaptation Strategies, LLC.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: Madere, Becnel, Torres, Houston, Malik, Duhe-Griffin, Arcuri, Schnyder, Wright

NAYS: None

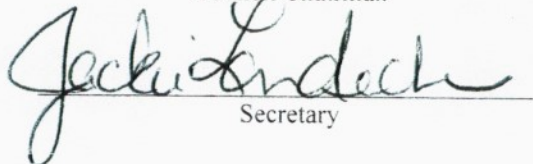
ABSTAIN: None

ABSENT: None

And, the resolution was declared adopted on this, the 27th day of April 2021.



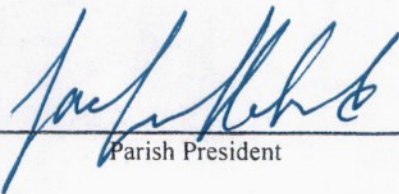
Council Chairman



Secretary

Approved: _____ X _____

Veto: _____



Parish President

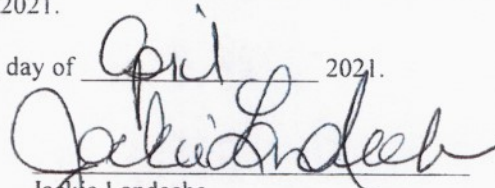
* * * * *

C E R T I F I C A T E

I, Jackie Landeche, Secretary of the Council of the Parish of St. John, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. John Parish Council in regular meeting held on the 27th day of April 2021.

Signed at Laplace, Louisiana this 27 day of April 2021.





Jackie Landeche
Secretary